

Benton Co.

PPME #2003 (Roads)

7/1/2006 6/30/2008

***BENTON COUNTY
SECONDARY ROAD DEPARTMENT***

CONTRACT WITH

***PUBLIC, PROFESSIONAL & MAINTENANCE
EMPLOYEES***

LOCAL UNION 2003

***INTERNATIONAL BROTHERHOOD OF
PAINTERS & ALLIED TRADES, AFL-CIO***

2006-2008

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AGREEMENT

THIS AGREEMENT entered into this 12th day of May, 2006 by and between *BENTON COUNTY, IOWA, SECONDARY ROAD DEPARTMENT*; hereinafter referred to as the "Employer," and *PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL UNION 2003, INTERNATIONAL BROTHERHOOD OF PAINTERS & ALLIED TRADES, AFL-CIO*; hereinafter referred to as the "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all the Secondary Road Department regular full-time County Road Maintenance employees, including Laborer, Landfill personnel, Recycling Personnel, Bridge Working Foreman, Grade Working Foreman, Equipment Operator I, Rodman, Equipment Operator II, Equipment Operator III, Auto Mechanic Welder, Inspector, and Instrument Man, Certification Case No. 506, as amended, which excludes the Shop Foreman, Maintenance Foreman, secretaries, bookkeeper, timekeeper, Assistant Engineer and Engineer, and all other personnel excluded under Section 4 of the Public Employment Relations Act of Iowa.

ARTICLE 2 - SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 - EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve

employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

The above Employer rights are not grievable, except as otherwise provided for in this Agreement.

ARTICLE 4 - NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the terms of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Informal. An employee shall discuss a complaint or problem orally with their immediate supervisor or his designated representative within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner. Time period will be working days.

Grievance Steps.

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer's designated supervisor within three (3) working days following the oral discussion. A copy of the grievance shall be forwarded to the County Engineer. Within six (6) working days after this Step 1 meeting, the Employer will answer the grievance(s) in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance to the County Engineer within three (3) days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and/or the Union, the County Engineer or his designated representative, the County Engineer shall answer the grievance in writing within seven (7) working days.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the County Engineer's answer given in Step 2.

An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The party having the first strike will be determined by the toss of a coin.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcripts of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such reporting, in which case the parties shall equally divide the

cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to ignore, nullify, change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 6 - SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

A new employee shall serve a probationary period not to exceed one hundred eighty (180) days. Upon approval of the Employer and Union, the probationary period could be extended for an additional three (3) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of three (3) working days and present employees have had the opportunity to apply for such positions and to have their application considered. A Union steward may submit an application for an employee absent during the three (3) day period. Applicants within the bargaining unit shall be notified in writing within five (5) working days after the posting is removed if they are accepted or rejected, and then qualified applicants outside the unit may be considered. When the Employer determines the successful job bidder, qualifications will be the primary consideration, and where qualifications between bidders are equal, seniority shall govern. If a person from the bargaining unit is selected, they shall be given a thirty (30) working days trial period with training directly related to the duties of the job. The Employer may end the trial period early, if the Employer determines the bidder can satisfactorily learn to perform the job. At the end of the thirty (30) working days trial period, if the Employer determines that the employee cannot perform the job satisfactorily, then the employee shall be returned to his previous position, as are all other employees affected by the bidding and trial period. If the bidder is returned to his previous position, the Employer can offer the bid to any other bidder.

The Employer may require an Equipment Operator II to reside a reasonable distance from the work shed such that the employee is able to report for work emergencies, such as snow removal, within one hour of being notified that the employee must report for work. If a successful bidder does not satisfy this requirement within a reasonable period of time

following conclusion of the trial period, then the employee may be returned to his former position.

The Union shall be furnished with a seniority list and job classification of all employees covered by this Agreement within thirty (30) days after its execution. An updated seniority list will be provided to the Union in July of each year. When the working force is to be reduced, the employee with the least job classification seniority in the job classification affected shall be the first laid off. The employee removed can then replace any employee who has less job classification seniority in any job classification for which he/she is qualified. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (1) Employee quits.
- (2) Employee is discharged for proper cause.
- (3) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (4) Two (2) days per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that employee was physically unable to give notice.
- (5) Failure to report for work at the end of leave of absence.
- (6) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records.
- (7) Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (8) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

An employee who accepts a promotion or is newly hired shall be ineligible to bid on another job for a one (1) year period, except that the County Engineer may accept bids from such employees at the Engineer's discretion.

An employee promoted out of the bargaining unit and still employed by the Secondary Road Department will continue to accumulate seniority, for a period not to exceed twelve (12) months. Upon completion of said twelve month period bargaining unit seniority shall terminate.

Employees desiring training on heavy equipment that results in pay premiums Category C through G in Exhibit A shall have their names placed on a training list so that the County Engineer is aware of the employee's interest. Training opportunities shall be offered if possible in order of seniority for a specific piece of equipment on the training list provided the employee's name has been on the training list for at least thirty (30) calendar days. It is the intent of the Engineer to make training opportunities available when the Engineer determines that the work schedule permits.

ARTICLE 7 - LEAVE OF ABSENCE

An employee whose personal illness as certified by a duly qualified physician extends beyond the expiration of his/her accumulated sick leave may be granted a leave of absence without pay by the Employer for the duration of the illness not to exceed one hundred twenty (120) continuous calendar days. Any additional extensions beyond that which has already been referred to must be mutually agreed upon between Employer and employee. Request for such leave shall be made in writing to the County Engineer and a copy filed with the Union office.

An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement, vacation, sick leave or seniority during the period of such leave, except as otherwise provided by state law.

Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage.

If the employer does not return to work upon the expiration of his/her leave of absence, he/she shall be terminated.

Upon return from leave of absence, the employee shall return to his/her former job if physically qualified, or to another position in accordance with seniority, qualifications and ability, as determined by the Employer.

ARTICLE 8 - MILITARY LEAVE

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 9 - SAFETY COMMITTEE

A Safety Committee will be responsible for meeting to address safety and health concerns of the employees or the Employer. The Safety Committee will consist of four (4) people, with two from the Employer and two from the Union. One person from each party shall be a regular member of the Committee. The second person from each party shall be designated in regards to the issue before the Committee. Either party may choose to attend a meeting with only one representative. Upon the request by either party for a meeting, such meeting shall be scheduled within thirty (30) calendar days unless exigent circumstances dictate an earlier schedule. The Committee will meet during working hours, and employees shall be released with pay to attend the meeting. Meetings will be scheduled to commence during the last thirty (30) minutes of the daily work shift. No overtime shall be paid for meetings that extend past the end of the shift. Minutes of said Committee meetings will be posted on all official bulletin boards.

ARTICLE 10 - SAFETY GLASSES

If safety glasses are required by the Employer, the Employer will furnish said glasses. The Employer will select the supplier of the glasses. Any request by an employee for modification in the safety glasses, such as prescription, tinted glass, etc., requiring additional expense in the purchase of safety glasses, such expense shall be borne by the employee. In the case of damaged or broken glasses, or change in prescription, glasses are to be turned in to the Employer before a new pair will be issued.

ARTICLE 11 - BULLETIN BOARDS

Upon approval by the County Engineer, the Union shall be permitted to post official Union notices on bulletin boards in county shops. Said Union notice(s) must be signed by the Union representative, or his designated representative, of Local Union No. 2003.

ARTICLE 12 - RULES

The Employer may, from time to time, develop, put into effect, and enforce work rules through employee discipline. Said work rules will be sent to the Union thirty (30) calendar days prior to their effective date.

ARTICLE 13 - VISITATION

The Business Representative of the Union who has been previously identified by the Union to the County Engineer or his designated representative for each visit will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 14 - INJURY REPORTING

In case of injury due to work or incurred while at work, all such injuries must be reported to the Engineer's office, supervisory personnel, or timekeeper on the same day the injury is sustained or when the injury is first known to the involved employee.

ARTICLE 15 - STEWARD

The Employer recognizes the bargaining unit's right to have a steward and one can be elected by the employees from among the workers in the unit.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

The probable workweek for all employees will be forty-five (45) hours which is intended to commence on March 1 and intended to end on October 31. During all other times of the year, the probable workweek will be forty (40) hours.

The probable starting time, no matter the length of the workday, shall be 7:00 a.m. each day.

One-half ($\frac{1}{2}$) hour, from 12:00 noon to 12:30 p.m., shall be observed as an unpaid lunch period.

All paid leaves created by this Agreement, including compensatory time, shall be administered on the basis of one (1) workday equals eight (8) hours.

Rest Periods. The Employer shall grant, with pay, one (1) fifteen (15) minute rest period in the morning, and one (1) fifteen (15) minute rest period in the afternoon.

Travel time from point of origin to site of work, and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance building to which each employee may be assigned.

Overtime. Overtime shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any one (1) workday; or in excess of forty (40) hours in any workweek. Work performed on Saturday or Sunday will be paid for at the rate of time and one-half ($1\frac{1}{2}$) the employee's straight time rate. Work performed on a recognized paid holiday will be paid for at time and one-half ($1\frac{1}{2}$) the employee's straight time hourly rate.

Overtime shall not be paid more than once for the same hours worked. In the distribution of overtime, the Employer will apportion such overtime as has to be worked as equally as possible among the qualified employees.

The workweek shall be from 12:01 a.m. Saturday to 12:00 midnight Friday.

An employee called back to work after completing his/her normal shift will be paid in accordance with the following example: minimum of one (1) hour's work; over one (1) hour but less than two (2) hours - two (2) hours' work; over two (2) hours but less than three (3) hours - three (3) hours' work.

Employees may elect to take overtime compensation earned during the period from October 30 through May 15 as compensatory time off. Compensatory time shall be earned at the rate of one and one-half ($1\frac{1}{2}$) hours of compensatory time for one (1) hour of overtime worked, and all compensatory time shall be placed in a compensatory time account for each employee. All compensatory time not used by May 15 shall be paid to the employee at the employee's current rate of pay on the first full pay period after May 15. The use of compensatory time shall be scheduled with the supervisor's approval. Compensatory time will be paid out at eight (8)

hours per day. The employee may request a cash-out of any accumulated compensatory time between October 30 and May 15.

ARTICLE 17 - TRANSFERS

An employee permanently transferred to a different job classification will be paid the applicable hourly rate of their new job classification.

ARTICLE 18 - SICK LEAVE

Accumulation. Sick leave shall be accrued by an employee at the rate of one and one quarter (1 1/4) days per month to a total of one hundred (100) days. Should an employee go below one hundred (100) days, they will again accrue at the rate of one and one quarter (1 1/4) days per month. If in any month an employee uses more than ten (10) days sick leave, no sick leave will be earned for this month. Sick leave will be paid for on the basis of an eight (8) hour straight time day.

Use of Sick Leave. Accumulated sick leave may be used for any of the following:

- (1) Serious or confining illness of the employee.
- (2) Medical or dental appointments of employee which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in hourly increments with a minimum of one (1) hour. Absences of more than one (1) hour shall be charged to the next highest hour.
- (3) Eight (8) hours of sick leave per fiscal year may be used, in hourly increments, for the illness of the Employee's spouse or minor child.

Notification. When absences due to sickness are necessitated, the employee shall notify the Foreman prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action. The County Engineer will not usually require a medical certificate from the employee for a sick leave absence unless the absence exceeds two full consecutive work days.

Probationary Employees. Employees are not eligible for sick leave benefits during the first one hundred eighty (180) days of employment. Sick leave benefits can be earned during the probationary period.

Date of Employment. For the purpose of this chapter, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th day of the month will begin to accrue sick leave on the first day of the month following his/her employment.

Conversion. An employee who has reached the maximum accumulation of sick leave (one hundred [100] days) at the beginning of a month and does not use any sick leave during that month shall be eligible to convert the one and one-quarter (1 1/4) days of sick leave the employee would have used or accrued into vacation leave. Such conversion to the employee's vacation leave account shall be on a ratio of 5:1 resulting in the employee receiving two (2) hours of vacation for the conversion. Use of the converted sick leave into vacation shall be subject to Article 26 of the Agreement.

Disability/Injury Leave. An employee off work due to an on-the-job injury or illness covered by Workers Compensation shall retain the Workers Compensation check. Benton County Secondary Roads will determine the difference between the employee's regular gross wages as a county employee minus the gross amount as paid by the Workers' Compensation carrier. This difference will be paid by Benton County through its regular payroll. An employee on Workers Compensation shall continue to receive all Employer paid benefits as received by other employees. In no event will total weekly net compensation exceed what the employee would have received had the employee been at work that week.

Voluntary Donation of Comp Time or Vacation Time. An employee may voluntarily donate accumulated comp time or vacation to a co-worker whose sick leave is exhausted due to personal illness and who has worked for the County for a minimum of five (5) years. The co-worker must use the donated leave within thirty (30) working days of the effective date of the donation. Thereafter, unless the co-worker's leave is extended beyond the thirty working day period, any unused portion of donated leave will be returned to donating employees in the reverse order in which it was donated with the most recent donation being first returned. Donated leave will be accounted for by the hour, regardless of the pay rates. Donated leave will be paid at the wage rate of the employee who uses it. In no case shall a co-worker receive more in compensation than the co-worker would have earned while actively at work. The employee making the donation must notify the County Engineer in writing specifying the co-worker, the type and amount of leave to be donated, and the date and time of day of the donation. The Employer's obligation is limited to accounting for donated leave of which the Engineer has written notice. Under no circumstances is the Employer required to solicit or encourage donations.

ARTICLE 19 - FUNERAL LEAVE

Each regular full-time employee shall, after one hundred eighty (180) days of continuous employment, be eligible for a paid leave of absence of up to three (3) days after a death in the immediate family for all except the employee's spouse, and up to four (4) days apply in this case. (Immediate family shall be defined as the employee's parents, spouse, child, brother and sister.) A paid leave of absence of up to one (1) day shall be allowed for a death of the following: parents of spouse, spouse's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, nephew, niece, employee's step parents and spouse's step parents. Employees may be granted up to one-half (1/2) day to attend the funeral of a current full-time or part-time Secondary Roads Department employee, provided that the part-time employee was once a full-time employee. This leave may be denied by the Engineer due to weather conditions requiring the employees to be at work. Only days absent which would have been compensated workdays will be paid for at the rate of an eight (8) hour day. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Payment shall be made on the basis of the employee's eight (8) hour workday's pay. Employee must attend the funeral in order to qualify for funeral leave pay.

Employees may be granted up to one (1) day of paid absence for service as a pallbearer.

ARTICLE 20 - HOLIDAYS

Regular full-time employees, except seasonal and part-time employees, are eligible for the following paid holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and the Employee's Birthday.

Holidays are to be paid at the rate of eight (8) hours at the employee's straight time wage rate. The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday shall be paid time and one-half (1 ½) the employee's straight time rate for all hours worked, plus the paid holidays at said straight time rate.

A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If an employee is absent on either or both of said workdays as a result of personal illness or injury which the Employer can require a medical doctor's substantiation in writing, or an on-the-job

injury or illness which is not for over twelve (12) months, or with prior approval from the employee's supervisor (non-bargaining unit), the employee shall be considered as having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay.

In cases other than layoff or leave of absence, an employee can qualify for holiday pay if special arrangements mutually agreeable between Employer and employee have been made prior to the holiday.

An employee shall be entitled to an additional vacation day when a recognized holiday occurs during his/her time off work due to vacation. Said additional day must be taken the Friday before or the Monday after the vacation period.

Each employee will keep his/her Foreman informed of his/her whereabouts should it become necessary to cope with an emergency situation (snow storm, ice storm, flood, tornado, etc.).

ARTICLE 21 – JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made hereto Exhibit A, Job Classification and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

Employees who obtain a valid Landfill Operator's license from the State of Iowa and use it as part of their employment with the County shall receive a per hour premium of twenty-five cents (\$0.25) for all hours worked at the County Landfill. The Employer shall pay all costs associated with the training and licensing procedure, including but not limited to: travel expenses, continuing education units, test expenses, and schools or training courses.

Any full-time employee who works on the Bridge Crew from June 1 through September 30 during a calendar year shall receive a bonus payment of twenty-five cents (\$0.25) per hour for all compensable hours between June 1 and September 30 payable in October of each year. The overtime rate of time and one-half is not applied to this bonus.

ARTICLE 22 - INSURANCE

The Employer will continue to pay the employee's single coverage monthly premium for the Group Health Insurance plan coverage. The Employer would continue to pay the single coverage monthly premium for an employee on Workers Compensation for up to one (1) year. The Employer will pay 100% of the dependent coverage monthly premium, less any employee contribution. An employee selecting dependent coverage shall contribute one hundred ten

dollars (\$110.00) per month for year one (7-1-06 to 6-30-07). In year two (7-1-07 to 6-30-08), employees with dependent coverage will contribute one hundred forty dollars (\$140.00) per month beginning on July 1, 2007. In year one the out-of-pocket maximum shall be \$2,000 single and \$4,000 family. In year two, the Employer will buy down the out-of-pocket maximum (OPM) to \$1,000 single and \$2000 family beginning on January 1, 2008. The Employer retains the right to select the insurance carrier. If the Employer changes carriers, substantially comparable benefit levels to the insurance plan in effect on July 1, 2004 (ISAC Plan 10 by Wellmark) will be provided. Deductibles paid by employees shall not exceed \$500 for employees with single coverage and \$1,000 for employees with dependent coverage. The Employer will be responsible for any additional deductible costs.

ARTICLE 23 - MILEAGE REIMBURSEMENT

The use of the employee's personal vehicle shall be for employee transportation only. An employee shall be paid whatever the Code of Iowa stipulates per mile for all Employer required use of employee's personal vehicle.

ARTICLE 24 - JURY DUTY

An employee required to serve as a juror shall receive his/her regular wages. Jury duty will be paid for at eight (8) hours straight time pay. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer. The employee shall report for work if released from jury duty by 12:00 noon on any workday.

ARTICLE 25 - PAYPERIOD

Employees will receive warrants on Wednesday following the end of each two (2) week pay period. Warrants may be changed to Thursdays to accommodate direct deposit, provided that a majority of employees in each County department votes to support this change. No employee shall be required to use direct deposits.

ARTICLE 26 - VACATION

An employee is eligible to receive two (2) weeks paid vacation after one (1) year of continuous full-time employment. After eight (8) years of continuous full-time employment, an employee is eligible to receive three (3) weeks paid vacation. After seventeen (17) years of continuous full-time employment, an employee is eligible to receive four (4) weeks paid vacation. Only regular full-time employees are eligible for vacation time and pay.

All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment unless approved in writing by the County Engineer.

The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer. The County Engineer may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Employees will make vacation requests to the Engineer within at least thirty (30) days of the date that the employee requests use of five (5) or more consecutive days of vacation leave. Once vacation time to be taken is approved by the County Engineer, it can only be changed by mutual agreement between the Engineer and the employee.

Upon resignation or termination from County service, an employee shall be paid on a pro rata basis for all unused vacation left at the time of termination, however, employees who are discharged for cause, or employees who do not give two (2) weeks advance notice prior to quitting, shall forfeit vacation pay.

Vacation pay will be at the employee's normal forty (40) hour pay for the week for which he/she would have been regularly scheduled to work.

All accrued vacation may be used in daily increments, however, the Engineer may approve lesser increments at his discretion.

ARTICLE 27 - DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer shall transmit with the total monthly deduction for dues a list indicating the name, current address, hourly rate of pay, amount of dues deducted for each employee for whom dues have been withheld, noting any additions or deletions from the previous month with a notation as to the reason for the deletion.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 28 - PERSONAL BUSINESS LEAVE DAY

One (1) day off work with pay as a personal business leave day will be granted. No more than two (2) employees can be gone from work at the same time. Twenty-four (24) hours advance notice is to be given and prior approval must be received from the County Engineer. Said personal business leave day is not to be taken on the day before or the day after a paid holiday or vacation, unless the holiday or vacation use occurs on the preceding Friday or succeeding Monday of a different work week and if such use does not create a shortage of help because of other employee absences (i.e., vacation, illness, etc.). Said day is not cumulative from one contract year to the next.

ARTICLE 29 - EMPLOYEE DISCIPLINE

In the event an employee is suspended from work, or discharged, such Employer action is subject to the grievance procedure. In the event an employee is reprimanded, the employee may provide a written explanation to the reprimand, and it shall be placed in the employee's personnel file. Such explanation must be submitted within ten (10) working days of the disciplinary action being given to the employee.

ARTICLE 30 - NEGOTIATION TIME

For contract negotiations, two (2) members of the Union Negotiating Committee will be paid for time lost during normal working hours while in joint negotiation meetings with the Employer.

ARTICLE 31 - DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2006, and shall continue to remain in full force and effect until its expiration on June 30, 2008.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set for in this Agreement.

Should either party desire to modify, amend or terminate this Agreement, written notice must be served by December 15, 2007. This Agreement will remain in effect from year to year after the expiration day, if written notice is not otherwise received.

Signed this 14th day of June, 2006.

EMPLOYER

SECONDARY ROAD DEPARTMENT

By: Myron L. Parizek
Myron Parizek, County Engineer

By: Ronald Buch
Ronald Buch, Chairman, County

Acknowledged by:

Brian L. Gruhn
Brian L. Gruhn, Attorney,
Employer Representative

UNION

PUBLIC, PROFESSIONAL & MAINTENANCE
BENTON COUNTY, IOWA EMPLOYEES
LOCAL 2003 INTERNATIONAL BROTHERHOOD
OF PAINTERS & ALLIED TRADES, AFL-CIO

By: Joe Rasmussen
Joe Rasmussen, Business Representative

By: Mark Kelty
Mark Kelty, Employee Representative

By: Don Burkey
Don Burkey, Employee Representative

EXHIBIT A
JOB CLASSIFICATION

<u>CLASS</u>		<u>LABOR GRADE</u>
Utility	Landfill, Flagman Recycling Utility Lead Utility	LG I
Laborer	Laborer Bridge Crew ¹	LG II
Equipment Operator I	Truck Driver Rodman Signman	LG III
Equipment Operator II	Maintainer Operator Backhoe Operator Scoop Operator (not Leadman) Landfill Operator	LG IV
Equipment Operator III	Dragline Operator Scoop Operator (Leadman) Finish Patrol Mechanic-Welder	LG V
Bridge Working Foreman	Bridge Working Foreman	LG VI
Grade Working Foreman	Grade Working Foreman	LG VI
Inspector	Inspector	LG VI
Instrument Man	Instrument Man	LG VI
Lead Landfill	Lead Landfill	LG VI

¹ Any full-time employee who works on the Bridge Crew from June 1 through September 30 during a calendar year shall receive a bonus payment of twenty-five cents (\$0.25) per hour for all compensable hours between June 1 and September 30 payable in October of each year. The overtime rate of time and one-half is not applied to this bonus.

STEP	GRADE A	B	C	D	E	F	G	5 YRS.	10YRS.	15YRS.	20YRS.	25YRS.	30YRS
I	11.94	13.45	14.97	16.11				0.05	0.10	0.15	0.20	0.25	0.30
II	12.64	14.38	16.11					0.05	0.10	0.15	0.20	0.25	0.30
III	12.64	14.38	16.11	16.11				0.05	0.10	0.15	0.20	0.25	0.30
IV	12.64	14.38	16.11	16.18				0.05	0.10	0.15	0.20	0.25	0.30
V	12.64	14.38	16.11	16.34	16.21	16.24	16.29	0.05	0.10	0.15	0.20	0.25	0.30
VI	12.64	14.47	16.29	16.70				0.05	0.10	0.15	0.20	0.25	0.30

NEW HIRE: Reference is made to Pay Grades III D, IV, V, VI, VID. For a newly hired employee in these categories, the starting wage rate could be up to 75% of the difference of the starting rate and the C rate. The B rate at the end of six (6) months service would be increased to one-half (½) the wage rate between starting and C rate.

Effective July 1, 2007 to June 30, 2008

STEP	GRADE A	B	C	D	E	F	G	5 YRS.	10YRS.	15YRS.	20YRS.	25YRS.	30YRS
I	12.49	14.00	15.52	16.66				0.05	0.10	0.15	0.20	0.25	0.30
II	13.19	14.93	16.66					0.05	0.10	0.15	0.20	0.25	0.30
III	13.19	14.93	16.66	16.66				0.05	0.10	0.15	0.20	0.25	0.30
IV	13.19	14.93	16.66	16.73				0.05	0.10	0.15	0.20	0.25	0.30
V	13.19	14.93	16.66	16.89	16.76	16.79	16.84	0.05	0.10	0.15	0.20	0.25	0.30
VI	13.19	15.02	16.84	17.25				0.05	0.10	0.15	0.20	0.25	0.30
CATEGORY A -			The starting wage.										
CATEGORY B -			The base wage at six (6) months.										
CATEGORY C -			The base wage at one (1) year or as required by job descriptions The Sanitary Disposal employee not in Category D will be LG-IC. VC will be a beginning Operator (Dragline, Telescoop) or an Operator of this type of equipment that would be operating the equipment less than two (2) months out of the year. VI C Lead Landfill and Inspector.										
CATEGORY D -			ID applied to Lead Utility under Sanitary Disposal. IIID will be extension of the IIIC Category which includes Rodman and Truck Driver with additional job skill that includes Distributor Operator, Chip Spreader, Rock Checker and Signman. IVD applies to Maintainer Operators. VD applies to Mechanics under the Shop Foreman. VI D: Bridge Working Foreman and Grade Working Foreman.										
CATEGORY E -			VE Full-time Dragline and/or Telescoop Operator with one (1) year working with the machine.										
CATEGORY F -			VF Finish Blade Operator with grading crew.										
CATEGORY G -			VG Dragline and/or Telescoop Operator with two (2) years working with the machine.										
NEW HIRE:			Reference is made to Pay Grades III D, IV, V, VI, VID. For a newly hired employee in these categories, the starting wage rate could be up to 75% of the difference of the starting rate and the C rate. The B rate at the end of six (6) months service would be increased to one-half (½) the wage rate between starting and C rate.										